



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

September 29, 2017

REQUEST FOR PROPOSALS (RFP) NO. 178 SIT-STAND DESKS

Chicago Metropolitan Agency for Planning (CMAP) is issuing a request for proposals to furnish and install motorized sit-stand desks from interested and qualified vendors, as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session with an office tour on Thursday, October 5, 2017 at 10:00 a.m. (local time). Firms may attend in person or by webinar/conference call. Firms that attend via webinar/conference call will not be able to participate in the office tour. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into the building. To join by webinar/conference call, email Procurements@cmap.illinois.gov requesting webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on October 4th.

Participation in the pre-bid information session is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish. The questions and responses noted during the pre-bid information session will be sent to all meeting attendees and posted to the CMAP website.

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for submissions in response to the RFP is October 20, 2017.

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat
Procurement Officer
pdubernat@cmap.illinois.gov

Enclosure

REQUEST FOR PROPOSALS (RFP) NO. 178

SIT-STAND DESKS

*The Chicago Metropolitan Agency for Planning (CMAP) invites vendors to submit proposals for the **RFP 178 Sit-Sand Desks**, as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.*

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is our region's official comprehensive planning organization. The agency and its partners are developing ON TO 2050, a new comprehensive regional plan to help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected vendors it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the vendor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that a contract will be awarded for the work described. All work must be completed by June 30, 2018.

SECTION 2: Scope of Project and Procurement Details

Project Background

CMAP is seeking proposals to furnish and install motorized sit-stand desks from interested and qualified vendors. CMAP currently has forty-two (42) desks that it would like to convert to sit-stand desks and may be interested in additional desks in the future to accommodate additional staff.

CMAP presently provides staff members with a fixed-height desk and an adjustable chair in their cubicle or office. To explore enhancements to workspace ergonomics, the Agency conducted a pilot program during the summer of 2017 with sit-stand desks provided to a group of volunteers. Piloted desks included table-top, keyboard and monitor arm platforms, mechanical desktop, and motorized desktop versions. At the end of the pilot program, staff rated the sit-stand desk versions, ranking the motorized desktop version the highest.

This RFP is the next phase in the sit-stand desk project. CMAP intends to preliminarily procure 42 high quality sit-stand desks, with the option to purchase additional desks in subsequent phases. Costs quoted should include all materials, installation services, and warranties necessary to complete the project. After vendor selection, the Agency will work with this vendor's project team through planning and implementation. The selected vendor will be expected to have an understanding of the proposed product and the general category of sit-stand desks, extensive experience performing installations of this size in similar office environments, up-to-date knowledge of all codes and requirements applicable to the location of this project, and the ability to identify all requirements, advise on options, and remediate issues as they arise. The implementation phase of this project is expected to be performed in groups of 10 to 20 desks. It is anticipated that delivery and installation will be phased with the anticipated order date of November, 2017 and installation beginning in December 2017 or early 2018 and continue until completed. CMAP and the selected vendor will finalize an implementation schedule during the planning phase of the project. All work will need to be completed by June 30, 2018.

Current Furniture and Office Layout

CMAP currently has Herman Miller Passage furniture installed throughout the office. The desktops have a laminate surface (HM Solid-Color Laminate 1358 Sandcastle). Attachment 5 provides several drawings of the existing furniture layouts.

- Attachment 5 - CMAP Cubicle Configuration #1: CMAP anticipates installing twenty-seven (27) 24"x48" sit-stand desks in the Cubicle #1 configurations. CMAP has conducted a preliminary site survey and estimates that the removal of twenty-seven (27) desktops, but only three (3) overhead storage cabinets, will be needed in the Cubicle configurations #1.
- Attachment 5 - CMAP Cubicle/Office Configuration #2: CMAP anticipates installing fifteen (15) 24"x72" sit-stand desks in the Cubicle/Office #2 configurations. Overhead storage cabinets and desktop surfaces will need to be removed from the Cubicle/Office configurations #2.
- Attachment 5 – Typical CMAP Cubicle Configuration #1
- Attachment 5 – Typical CMAP Office/Cubical Configuration #2
- Attachment 6- CMAP Floor plan and location of proposed new desks

Exact details will need to be confirmed by the potential vendor.

Scope of Services

CMAP is seeking a vendor to furnish and install motorized sit-stand desks in its office. Price proposals shall include all costs associated with the manufacture, purchase, shipping, delivery, complete installation and warranty of the products as described below.

The criteria listed in the following sections represent the design basis for establishing the minimum quality and performance required by the sit-stand desk systems.

Sit-Stand Workstations/Quantity/Design/Warranty

The successful Vendor shall provide sit-stand desks that will fit in the existing cubicle configurations as shown on the drawings in Attachment 5. The Respondent may provide alternate furniture configurations for consideration; however, the Respondent's base bid shall be for a configuration that fits into CMAP's current furniture layouts as shown in Attachment 5. The sit-stand desk shall be constructed of materials that have been proven durable in an office environment. The workstations shall provide the following features:

- 15 cubicles will require 24" by 72" desks, and 27 cubicles will require 24" by 48" desks. Please indicate whether the provided base is adjustable in width for possible future reconfigurations.
- Desktop to be quoted as laminate.
- The lift-top mechanism shall be driven by an electric motor with a push-button height adjustment for the work surface. A programmable memory keypad will be included with the height adjustment mechanism. The mechanism shall operate at a speed of approximately 1" to 2" per second. The lift-top elevation shall be approximately 27" to 43" inches above the finished floor.
- The lift-top mechanism must operate quietly and without racking. The lift-top system shall be equipped with a means for manual adjustment in the event of an electrical system or mechanical failure. All lift-top furniture shall be equipped with safety edges or sensors to stop the lift top from raising or lowering if an obstruction is encountered.
- Include line item cost for procurement and installation of PC/CPU sling to fit a minimum width of 7" and a minimum height of 18" at each desk.
- Include line item cost for procurement and installation of under-desk keyboard and mouse trays.

- All furniture shall have factory powder-coated structural steel frames with leveling feet. Leg configuration to be C-Leg.
- The successful vendor shall propose a color that is comparable to CMAP's existing furniture tabletops. Currently, the existing tops are Herman Miller (Solid-Color Laminate 1358 Sandcastle).
- All desks shall be of modular construction, reconfigurable and assembled with all fasteners concealed.
- All furniture and accessories shall be provided with a manufacturing warranty and an installation warranty. Each warranty shall guarantee that the desk(s) shall be free from defects in material and workmanship. At a minimum, CMAP requires a 3-year, on-site, parts and labor warranty for the furniture.
- If available, the respondent shall provide price quotes for an extended maintenance/warranty plan that will include on-site parts and labor. On-site response time, during normal business hours (8 a.m. – 5 p.m., Monday through Friday) shall be within 48 hours of initial call.

General Installation

The successful vendor shall provide for complete installation of all furniture either completing the work themselves or utilizing the services of a sub-contractor.

- CMAP anticipates installation as a phased project, with 10 to 20 desks installed in groups. An implementation schedule will be finalized during the planning phase.
- All existing cubicle modifications necessary for installation of the new product shall be included in the bid. Vendors will be responsible for the removal of existing desktop, support brackets, and upper storage cabinets in addition to their transportation to the storage area within the office.
- The successful vendor shall coordinate the timing of systems installation and testing with CMAP.
- Installation and testing shall be performed by the successful vendor at the time and date coordinated with and convenient to CMAP.
- The successful vendor shall deliver, stage, unpack, assemble and install all furniture provided as part of this project.
- CMAP can store between 10-20 desks prior to each installation. The remaining desks will be stored by the vendor until delivery and installation.

System Testing

The successful vendor shall test all installed equipment and systems upon completion of the installation.

- After installation, the successful vendor will confirm that all equipment is fully functional.

System Training

The successful vendor shall provide training in the setup, connection and operation of all system components and equipment. The successful vendor shall provide training on the basic operation and configuration of the lift-top switch, and shall provide basic operations and maintenance requirements for the furniture. Vendor may also provide an option for a training session for CMAP staff on the proper use of sit-stands desks to maximize health benefits, including proper posture and desk height and appropriate standing versus sitting duration.

General Installation Requirements

1. Project must be completed by June 30, 2018.
2. All vendors shall read, understand and comply with all items described in the building rules and regulations in Attachment 7.
3. Bidding vendors are responsible for surveying the property and site and familiarizing themselves with all conditions and limitations.

4. Space for material staging will be limited to the areas of work. The tenant may provide limited additional areas for material staging.
5. Vendor will need to coordinate all freight elevator use with building management.
6. All vendors are to be unionized, and all work and materials must comply with all code requirements.
7. Note that this is a working floor and the tenant will be conducting business on the 8th floor Monday-Friday 8:00 a.m.-5:00 p.m.

Floor Mats

Include line item cost for procurement of high-quality, low profile, non-slip floor mats to be used in conjunction with the sit-stand desks.

Schedule

September 29 2017: Issue RFP
October 5, 2017: Non-mandatory pre-bid information session/webinar at CMAP
October 20, 2017: Deadline for submission of proposals
October 23-27, 2017: CMAP interviews potential vendors if necessary
November 13, 2017: Recommendation to CMAP Board for consultant selection

Evaluation Criteria

All responses to this request for proposals will be analyzed for completeness and cost effectiveness.

The following criteria will be used in evaluating submissions:

1. Completeness, thoroughness and detail of response as reflected by the proposal's coverage of all elements in the product and work requested.
2. The relevance of similar work as described in the proposal.
3. Style & Construction (e.g. appearance of; equipment, operation, quality, design, materials).
4. Warranty, including duration and coverage for parts and labor.
5. Cost to CMAP, including consideration of all project costs and per-hour rates.

All timely responses received to this scope of work will be reviewed, and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAP committee will make the consultant selection decision.

CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE CMAP PROCUREMENT OFFICER. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. Friday October 20, 2017

Submissions should be submitted in the order presented:

1. A brief description of the vendor and of any proposed subcontractor, including major furniture manufacturers, partner dealers and installation providers. Clearly identify the project manager, specify the role of subcontractors, and describe the team's structure for leadership, support and accountability.
2. The vendor must provide sufficient descriptive literature, catalog cuts, pictures, or technical details that will enable CMAP to determine if the product offered meets the requirements of the RFP. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive.
3. The vendor will include in their proposal a copy of the manufacturer's warranty. The vendor will highlight the sections of this warranty covering duration and repair/replacement policies, especially regarding repairs, misuse or abuse, and the logistics of replacement of defective or damaged items. If available, the vendor will provide the life expectancy of the proposed product.
4. Provide an outline of the anticipated generic project schedule and implementation plan based on the scope of work.
5. Provide at least two narrative examples of similar work that the vendor has completed. Specify the client, the date completed and the approximate cost of each example.
6. Submit the "Price Proposal Form," Attachment 1 (printed and Excel file), with all proposed pricing for this project. Specify number of hours, hourly rates for relevant staff with the individuals identified, and any other expenses in the estimation of cost.
7. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "FTA Certification Regarding Lobbying" Attachment 4.

Submission of Proposals

Proposals must be submitted to CMAP no later than 3:00 p.m. on Friday, October 20, 2017. The proposal should consist of three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on digital media. Please include the Excel file with the Price Proposal Form on the same digital media. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning
Attn: Procurement Officer
Response to RFP No. 178
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Questions may be referred to Penny DuBernat, (312) 386-8756 or Email: pdubernat@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- 1) Withdraw this RFP at any time without prior notice.
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date.
- 4) Not award a contract to any submitter responding to this RFP.
- 5) Award a contract without negotiations or discussions.

Consultants who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Consultant shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Complete Agreement.
 - a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Consultant and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
 - b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Consultant in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
 - c) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Consultant or to future performance of such terms or conditions and Consultant's obligation in respect thereto shall continue in full force and effect. Consultant shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any

failure by the Consultant to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

- d) CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
 - e) Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules, or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Consultant shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Consultant for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Consultant for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f) Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
 - g) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
 - 3) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
 - 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. CONTRACTOR will be notified in writing of the failure of appropriation or of a reduction or decrease.
 - 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
 - 6) Method of Payment. Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a) Based on services performed, CONTRACTOR may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

All invoices shall be signed by an authorized representative of the CONTRACTOR

- b) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).
- c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- 7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.
- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
- 9) Access to Records.
- a) The CONTRACTOR and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and

memoranda of every description of the CONTRACTOR and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

- i) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - ii) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b) The CONTRACTOR shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- i) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - ii) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

10) Cost Category Transfer Request.

Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The CONTRACTOR must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

11) Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The CONTRACTOR shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost \$2,500.00 or more, but less than \$10,000.00, the CONTRACTOR shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000.00 will require the CONTRACTOR to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the CONTRACTOR, the procedures of CMAP will be used. The CONTRACTOR may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.

- c. Records. The CONTRACTOR shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d. No CONTRACTOR employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
 - e. CONTRACTOR certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 12) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
- 13) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.
- 14) Termination.
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination; in addition, CMAP may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 15) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 16) Equal Employment Opportunity. The CONTRACTOR will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The CONTRACTOR shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The CONTRACTOR shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 17) Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- 18) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 19) Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States

of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

- c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

20) Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

21) Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto; provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

22) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.
- 23) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
- 24) Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.
- 25) Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Contractor.
- 26) Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 27) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
- 28) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 29) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which

contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

- 30) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 31) Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with the contract.
- 32) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
- 33) Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
- 34) Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 35) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 36) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 37) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

- 1) Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal

requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- a. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- b. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- c. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- d. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- e. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
- f. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual

harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
 - f. The Age Discrimination Act (42 USC 6101 *et seq.*).
- 4) Control of Property. The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles. The Contractor certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 6) Debarment. The CONTRACTOR certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
- a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
 - b. Single audit. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days

after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

- d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes

will not preclude interface with other intelligent transportation systems in the Region.

- 11) Davis-Bacon Act. To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the Contractor certifies that it:

- a. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
- b. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- c. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- d. Will initiate and complete the work within the applicable project time periods;
- e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- f. Any other nondiscrimination statute(s) that may apply to the project.
 - i) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
- g. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii) Notification of violating facilities pursuant to Executive Order 11738;
 - iii) Protection of wetlands pursuant to Executive Order 11990;
 - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix) Contractor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - x) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, Contractor:
 - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1. Displaced families or individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1. Displaced families and individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - viii) Contractor:
 - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

- xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
- xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- xi) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xiii) Executive Order 11593, which relates to identification and protection of historic properties;
- xiv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xv) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- xvi) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- xvii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- xviii) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b. Contractor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

- 14) Energy Conservation. To the extent applicable, the Contractor and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The CONTRACTOR certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

- 16) Clean Air and Clean Water Act. The CONTRACTOR certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- 17) Bid Rigging. The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. CONTRACTOR certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- 20) Eligibility For Employment In The United States. The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.
- 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 22) Dues and Fees. The CONTRACTOR certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTRACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The CONTRACTOR certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The CONTRACTOR certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The CONTRACTOR certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

- 26) Illinois Use Tax. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False Or Fraudulent Statements Or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 31) Changed Conditions Affecting Performance. The CONTRACTOR shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes Or Breaches. The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The CONTRACTOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

- 36) Cargo Preference. Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The Contractor must relate financial data of this AGREEMENT to its performance accomplishments. Further, the Contractor must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the Contractor must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the Contractor agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement in addition to listing CMAP as an additional insured.
- 2) FTA Certification Regarding Lobbying The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.
- 3) Professional Liability Insurance. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence and shall name CMAP directors, officers and employees as additional insured under such policy.

Attachment 1: Price Proposal Form

Please download RFP 178 Sit-Stand Desks Attachment 1 Price Proposal Form from the CMAP website: <http://www.cmap.illinois.gov/about/requests-for-proposal>. Please complete the form, print, sign, date and attach to each of the printed copies of the RFP Proposal. Please include along with the (1) electronic version of the RFP response on digital media.

Attachment 2: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address: _____

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

DUNS No. _____ SAM Cage Code: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

<u>Type of Service/Product</u>	<u>Date Completed</u>	<u>Name and Address of Client</u>	<u>Contact Name and Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). **If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.**

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed non-responsive and will not be evaluated.

RFP responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.

All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.

Attachment 4: FTA Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized
Official:

CMAP Cubicle Configuration #1

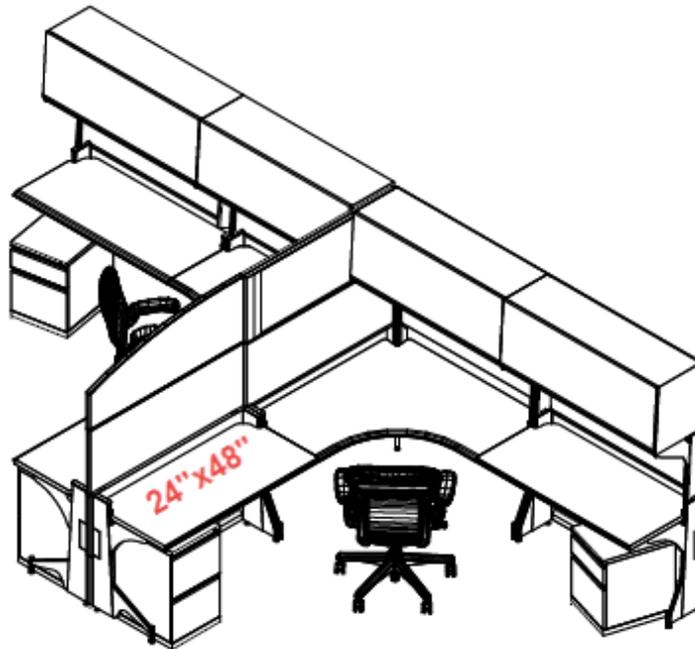


Exhibit 1

CMAP Office/Cubicle Configuration #2

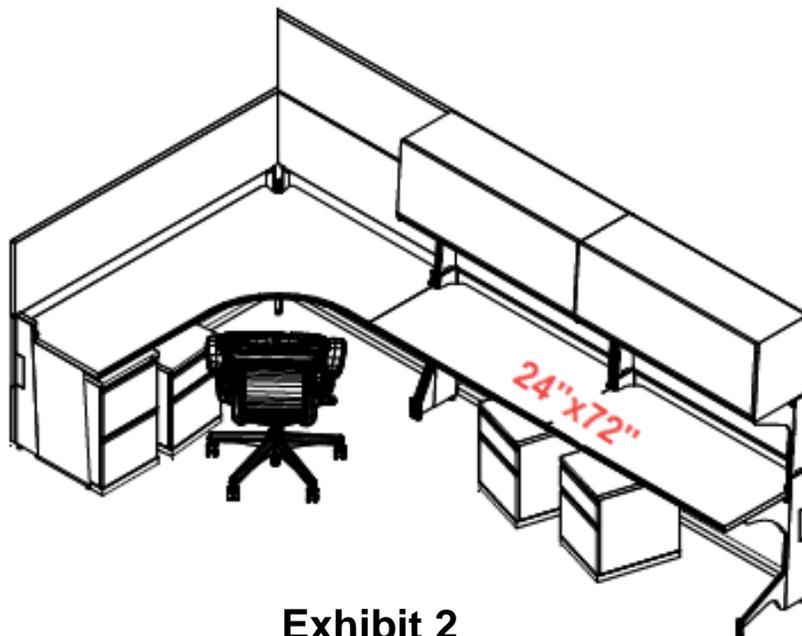


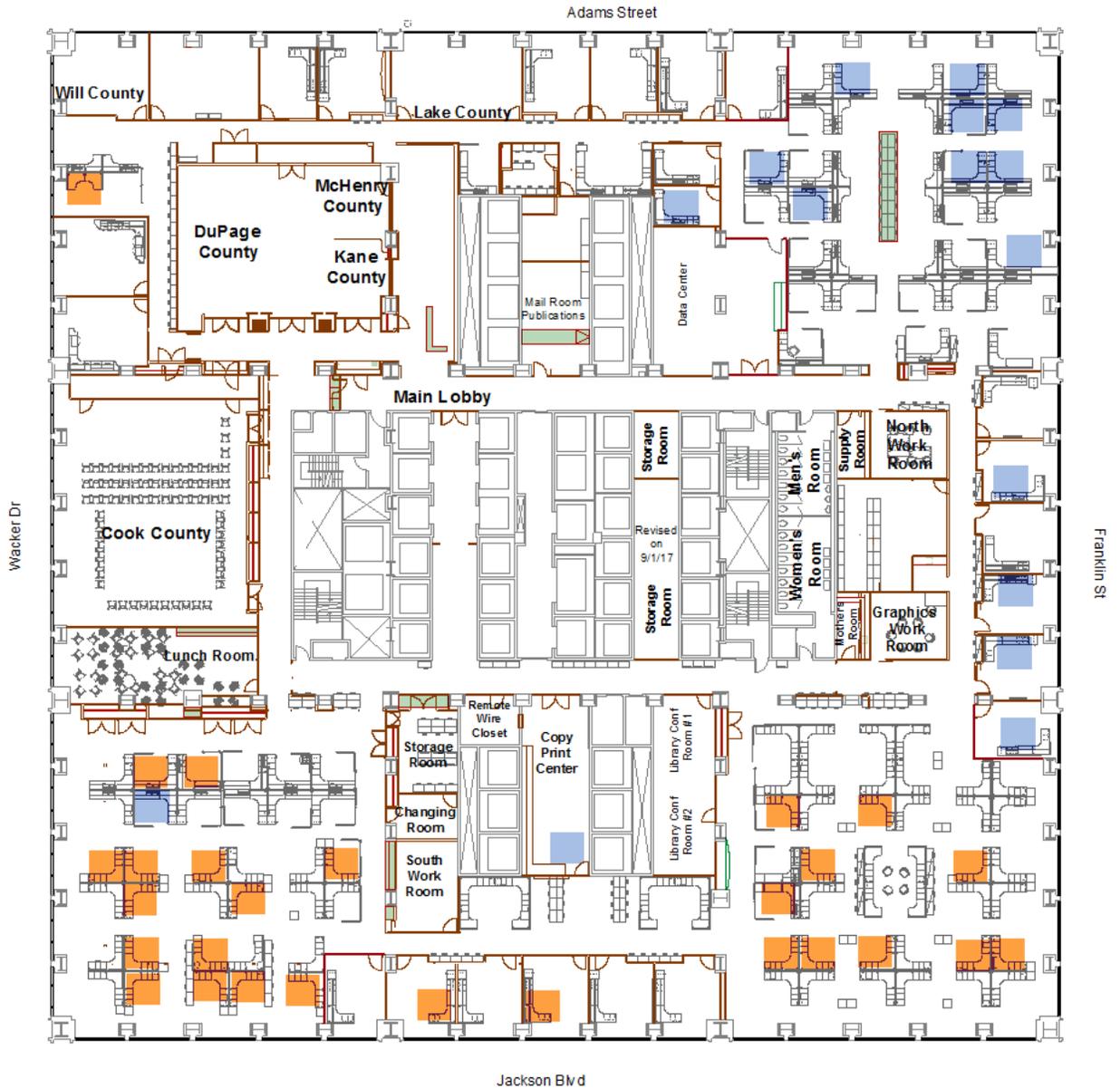
Exhibit 2

Typical CMAP Cubicle Configuration #1

Attachment 6

CMAP Floor Plan and Cubicle Configurations

Proposed Sit-Stand Desk 24"x48" = Orange
Proposed Sit-Stand Desk 24"x72" = Blue



TENANT/CONTRACTOR & VENDOR GUIDELINES

**For
WILLIS TOWER**

Revised 6/2017

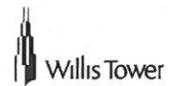


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**Willis Tower
STAFF DIRECTORY**

EMERGENCY NUMBER**(312) 875-7711****Management Team**

<u>Title</u>	<u>Phone</u>
Gary Michon General Manager	875-3679
Dale Clark Director of Operations & Construction	875-0492
Angela Burnett Senior Property Manager	875-9463
Becky Levy Assistant Property Manager	875-9401
Liz Iozzo Property Administrator	875-9763

Broadcast/Telecommunications

<u>Vertical Bridge Holdings, LLC</u>	<u>Phone</u>
Ric Biederwolf Project Manager – Willis Tower	875-0066
Gary Hess VP Broadcast Leasing	875-0066

Security & Life Safety

Keith Kambic Director of Security	875-8817
Mike Schroeder Manager of Business Continuity & Life Safety	875-1069

Life Safety Officer

875-0070

Security Command Center**875-7711****Engineering**

Tom Cronin Chief Engineer	875-0491
Bob Edwards Assistant Chief	875-0490

Environmental Systems Design

George Condes HVAC	762-1563
Carlos Rivera Electrical	456-2262

Building Services

Security Command Center	24 hours/day	875-7711
Engineering Control Room	24 hours/day	875-0488
Management Office	7:30 AM – 5:30 PM, Mon - Fri	875-0066
Shipping/Receiving	7:30AM – 3:30PM	875-0063
Locksmith	8:00 AM – 4:00 PM, Mon - Fri	875-0076

Building Hours of Operation

Building Business Hours:	8:00 AM – 6:00 PM, Mon - Fri
Loading Dock Hours:	6:00 AM – 8:00 PM, Mon – Fri
Saturday	8:00 AM – 12:00PM Saturday
Sunday and Building Holidays	Open upon request after 12:00 PM; billable CLOSED Sunday and Building Holidays
Freight Service Hours:	Open upon request; billable
Saturday	6:00 AM – 3:00 PM, Mon - Fri 8:00 AM – 12:00 PM
Sunday and Holidays	Open upon request after 12:00 PM; billable CLOSED Sunday and Holidays
	Open upon request; billable

Building Holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

**Willis Tower
TENANT/CONTRACTOR & VENDOR GUIDELINES**

These guidelines have been developed by building management of Willis Tower to provide information regarding procedures in the building. All rules of the building are expected to be complied with, otherwise building management may take appropriate actions including stopping a project.

Cooperation is essential and although not all-possible situations can be foreseen, these guidelines deal with general areas of concern. Should any issue, not dealt with herein arise, contact Management Office during regular business hours or the Security Command Center after hours.

It is expected that the contractor will abide by all laws and regulations, including City of Chicago building codes, OSHA, NFPA, and EPA guidelines.

Security for the area during construction work is the responsibility of the contractor. This extends to possessions as well as the securing of the area upon completion of the work period. All temporary locking devices are to be provided by the building locksmith.

We expect a contractor working in our building to realize that he and his employees are invited guests and will be expected to exercise good judgment and courtesy at all times. Furthermore, be aware that many other businesses are operating within the building simultaneously and building management is committed to providing them with a quiet, clean, and safe environment.

Management reserves the right to halt or delay any work in the building if we determine that the work interferes with our tenant's ability to reasonably conduct their business. All loud noise related work shall be completed **prior to 8:00 AM or after 6:00 PM**. Any and all work that results in noise affecting areas in the building other than the floor under construction, including but not limited to concrete coring or sawing, hammering, drilling, shooting of ceiling hangers, cutting of pipes along the columns or within the concrete slab, **shall be done before or after regular business hours or on weekends**. Security measures will be taken if required to assure compliance.

Contractor will be responsible for the repair of any damage to the Building or common areas caused by Contractor during construction. All carpet, walls, ceiling and common areas must be returned to the condition existing prior to construction. **Plastic runners and masonite must be laid prior to construction start. Duct tape masonite seams. Walk off mats required at all exit points of construction area.**

When after-hours work is required, building management and the Life Safety department must be notified no later than 2 hours prior to the close of business on the preceding business day. See Contractor After Hours Building Access Authorization Form attached.

Prior to the start of work, the General Contractor must submit:

- 1. The permit**
- 2. Insurance certificates and endorsements for General Contractor and all subcontractor**
- 3. Completed Project Information sheet listing names of all subcontractors and the name and telephone number of a contact person for each subcontractor**

General Contractor must introduce the job superintendent to the Construction Manager, Chief Engineer, Life Safety Manager and Freight & Dock Services. All contractors must arrange with the Life Safety Manager a time to be shown emergency exits, fire extinguisher locations and review basic emergency response procedures.

**INSURANCE REQUIREMENTS
IMPORTANT**

THE COVERAGE INDICATED BELOW MUST be provided through an insurance company which carries an A.M. Best rating of no less than "A-" "VIII". A certificate indicating this coverage with separate Additional Insured Endorsement must be on file in our office **PRIOR TO COMMENCEMENT OF THE WORK**, and shall provide for thirty (30) days prior written notice of cancellation or reduction of coverage. A sample of the required form of Certificate of Insurance can be obtained in the Building Office.

The **MINIMUM REQUIREMENTS ACCEPTABLE** are:

- | | | |
|----------|--|---|
| 1 | COMMERCIAL GENERAL LIABILITY
Bodily Injury and Property Damage | see attached schedule
see attached schedule |
| 2 | AUTOMOBILE LIABILITY COVERAGE
Bodily Injury and Property Damage
This coverage must include coverage for Owned, Hired and Non-Owned Vehicles. If no owned vehicles, Hired and Non-Owned coverage is required. | \$1,000,000 combined single
limit each occurrence |
| 3 | WORKERS' COMPENSATION
EMPLOYER'S LIABILITY LIMIT
Statutory coverage as required by state in which the work is to be performed. If you are self-employed with no other employees, a qualified self-insured, or not required to carry Workers' Compensation, you must submit a letter stating this, or a copy of your certificate of self-insurance. A Waiver of Subrogation endorsement issued in favor of BRE 312 Owner LLC and Equity Office Management L.L.C. must be attached to the certificate. | STATUTORY REQUIREMENTS
\$1,000,000 per accident/disease/employee |

Total per Occurrence/Accident Limits for Commercial General Liability, Auto Liability and Employer's Liability Insurance may be satisfied by a party with any combination of primary and excess or umbrella liability policies totaling the amount of the required insurance as shown in the attached schedule.

- 4** **ADDITIONAL INSURED ENDORSEMENT** You are required to name **BRE 312 Owner LLC and Equity Office Management L.L.C.** as the certificate holders as well as their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated, and subsidiary companies, companies, corporations, and/or partnerships and their respective agents, consultants, principles, partners, servants, officers, stockholders, directors, and employees of each and all other indemnities named in the Lease as Additional Insureds in the endorsement to your policy.

THE ENDORSEMENT MUST INCLUDE THE FOLLOWING CLAUSE, OR A SEPARATE ENDORSEMENT MAY BE ISSUED:

PRIMARY COVERAGE

"The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory"

Type of Service	General Liability Each Occurrence / General Aggregate	Employers' Liability Each Accident / Disease – Each Employee / Disease – Policy Limit	Automobile Liability Combined Single Limit	Excess / Umbrella Liability Each Occurrence / Aggregate
Alarm Systems Service and Repair	1MM / 2MM	1MM	1MM	2MM
Appliance Repair & Maintenance	1MM / 1MM	1MM	1MM	1MM
Architectural *	3MM / 3MM	1MM	1MM	2MM
Asbestos Abatement and Hazardous Material Removal ****	5MM / 5MM	1MM	1MM	10MM
Audio-Visual Equipment	1MM / 1MM	1MM	1MM	1MM
Backflow Testing	1MM/1MM	1MM	1MM	1MM
Cabling	1MM / 1MM	1MM	1MM	2MM
Carpet/Floor Finishes	1MM / 2MM	1MM	1MM	2MM
Crane/Rigging (not above 3	1MM / 2MM	1MM	1MM	9MM
Crane/Rigging (above 3 flrs.)	5MM / 5MM	1MM	1MM	10MM
Custom Fabrication & Installation Millwork	1MM / 1MM	1MM	1MM	2MM
Doors & Locks	1MM / 1MM	1MM	1MM	1MM
Electrical Maintenance	3MM / 3MM	1MM	1MM	2MM
Elevator/Escalator Service & Maintenance	5MM / 5MM	1MM	1MM	10MM
Elevator interior installation	2MM / 3MM	1MM	1MM	5MM
Engineering Consulting Service*	3MM / 3MM	1MM	1MM	2MM
Fire Extinguishing in Restaurants	1MM / 1MM	1MM	1MM	2MM
Fitness Equipment Maintenance	1MM / 2MM	1MM	1MM	2MM
Garbage Removal & Disposal, incl. dumpster maintained on premises	1MM / 2MM	1MM	1MM	2MM
General Contractors	3MM / 3MM	1MM	1MM	2MM
Generator Maintenance	1MM / 3MM	1MM	1MM	2MM
Glass Repair & Maintenance	1MM / 2MM	1MM	1MM	2MM
Glass Repair & Maintenance elevated	5MM / 5MM	1MM	1MM	10MM
Graffiti Removal	1MM / 3MM	1MM	1MM	2MM
Handyman	1MM / 1MM	1MM	1MM	2MM
Heating, Ventilation & Air Conditioning Service/install	3MM / 3MM	1MM	1MM	2MM
Insulation/Fiberglass	1MM / 3MM	1MM	1MM	2MM
Interior Design Consulting*	1MM / 2MM	1MM	1MM	2MM
Janitorial and Cleaning **	3MM / 3MM	1MM	1MM	2MM
Landscaping and Lawn Maintenance	1MM / 1MM	1MM	1MM	2MM
Life Safety/Fire Equipment	3MM / 3MM	1MM	1MM	2MM
Life Safety/Monitoring	3MM / 3MM	1MM	1MM	2MM
Lighting re-lamping (interior)	1MM / 2MM	1MM	1MM	2MM
Elevated Lighting Maintenance	5MM / 5MM	1MM	1MM	5MM
Moves/Relocations/ reconfiguration	3MM / 3MM	1MM	1MM	2MM
Office Equipment Service	1MM / 2MM	1MM	1MM	2MM
Type of Service	General Liability	Emplo	Auto	Excess

Overhead and Revolving Door	1MM / 2MM	1MM	1MM	2MM
Painting	1MM / 2MM	1MM	1MM	2MM
Parking Lot Attendant	2MM / 2MM	1MM	1MM	2MM
Parking Surface	2MM / 2MM	1MM	1MM	2MM
Paving and Striping	2MM / 3MM	1MM	1MM	2MM
Pest Control	1MM / 3MM	1MM	1MM	2MM
Plumbing	3MM / 3MM	1MM	1MM	2MM
Power washing (non-elevated)	1MM / 2MM	1MM	1MM	2MM
Power washing (elevated)	5MM / 5MM	1MM	1MM	5MM
Pump Maintenance	3MM / 3MM	1MM	1MM	2MM
Roofing (not above 3 flrs)	1MM / 2MM	1MM	1MM	4MM
Roofing (above 3 flrs)	1MM / 2MM	1MM	1MM	14MM
Security and Guard Services **	5MM / 5MM	1MM	1MM	10MM
Signage non elevated	2MM / 2MM	1MM	1MM	2MM
Signage Elevated	5MM / 5MM	1MM	1MM	10MM
Snow Removal Service	1MM / 3MM	1MM	1MM	2MM
Sprinkler System Service and	3MM / 3MM	1MM	1MM	2MM
Stonework/Marble/wood/ metal	1MM / 2MM	1MM	1MM	2MM
Telecommunications and TV	3MM / 3MM	1MM	1MM	2MM
Telecommunications and TV	5MM / 5MM	1MM	1MM	5MM
UPS/SEP Equipment	3MM / 3MM	1MM	1MM	2MM
Walk Off Mat Cleaning	1MM / 1MM	1MM	1MM	2MM
Water Treatment	1MM / 2MM	1MM	1MM	2MM
Window coverings (non-	1MM / 1MM	1MM	1MM	2MM
Window Washing	5MM / 5MM	1MM	1MM	10MM
Window Washing and Swing	5MM / 5MM	1MM	1MM	10MM

* Design and Engineering vendors must include Professional Errors and Omissions Insurance in the following amounts:

- Architects = 2MM
- Engineers = 5MM
- Interior Design = 2MM (or call Building Management if limited scope)
- Any deviation from requested amount should be cleared through Building Management.
- Errors & Omissions is not based on spend, but rather the scope detail (access liability), such as no structural issues and what amount of damage/cost could be sustained if done incorrectly.

** Must include Fidelity Bond (Crime Insurance).

SERVICE CONTRACTOR INSURANCE REQUIREMENTS

*** Special Events and Exhibition Call Building Mgmt.

**** See Director of Engineering for ANY ACM or environmental contracts and requirements.

Trades Persons Rules

1. **Unions – Willis Tower is a union building.** All trades persons are to have the proper trade union or other affiliations as required by the local jurisdictional entities. Any building disruptions caused by jurisdictional disputes between different labor unions are the responsibility of the General Contractor to resolve. Action taken by building to minimize impact to the building may include shutting project down until disputes are resolved.
2. **Elevators** – Trades persons will use freights only for access to and from construction floors. Building management reserves the right to monitor and require specific rules for the use of elevators if it so warrants or to limit the use of the elevators if the privilege is abused.
3. **Contractor Identification** – All trades persons are to have Building Photo Identification Cards which must be displayed at all times. Pictures are taken Monday – Friday, from 10:00 AM – 11:00 AM at the Building Photo ID Office, located on the 33rd floor. The General Contractor must submit the Project Information and Photo ID Sheet attached for each subcontractor at the beginning of the project. Contractors with building photo identification cards will have access to the building from 6:00 AM – 6:00 PM Monday – Friday. The Building Photo ID Cards will only be programmed for the duration of the project and cards must be returned upon completion of project. Demo personnel working at night have different requirements. See Construction Manager.
4. **Rules & Regulations** – Building management reserves the right to interrupt any work in the building if any Contractor & Vendor Guidelines are not followed and the General Contractor will be responsible for delays caused as a result thereof.
5. **Loitering in Public Areas** – The building does not permit anyone to loiter in public areas of the building, and construction personnel may not loiter in the areas of the building where they are not working.
6. **Smoking** – There is absolutely no smoking allowed in Willis Tower, specifically, spaces under construction. General Contractor is required to see that this policy is adhered to.
7. **Packages** – Only items that can be carried or on a two wheel luggage cart will be allowed into the main lobby entrance. Two wheel dollies or trucks are not allowed.
8. **LL1 Dock Entrance Door** – All contractors must check in at the LL1 double door dock entrance, just west of the escalator, ONLY between the hours of 6am – 9am, Monday – Friday. If a contractor comes in outside of this time frame, arrangements will be made with our Security Department to escort contractor to the loading dock. A \$50.00 fee will be charged to the project/tenant.
9. **Bringing in Materials** – Any contractor needing to bring materials into the building that requires a four wheel cart/truck and materials that can not be taken down the escalator must be brought into the building via the Lower Wacker main Loading Dock entrance.

IF RULES ARE NOT ENFORCED, THE PROJECT MAY BE SHUT DOWN.

Construction Documents & Specifications

No work will be allowed to proceed without Building Management and Environmental Systems Design first reviewing the most current set of drawings outlining the scope of work. If the building Construction Manager requires the services of outside consultants, i.e., a structural engineer to review load or coring requirements, the cost of such review will be the responsibility of the General Contractor and/or Tenant.

Permits

The following is required of the General Contractor prior to the start of construction or the delivery of materials:

- A copy the building permit must be posted at the job site.
- A copy of the building permit must be kept on file in the Management Office of the Building immediately upon receipt from the City of Chicago.

Rubbish Removal

The General Contractor will be responsible for bringing all rubbish to the loading dock and placing it into a designated dumpster box. Scheduling freight elevator time required and dumpster box pick up and delivery is to be coordinated by the General Contractor with the Construction Manager. Contractor is obligated to follow procedures for debris removal at loading dock. Tenant will be charged \$50.00 per one yard dumpster for debris OR may coordinate with the Construction Manager to supply an exclusive use dumpster box.

Exclusive use dumpster boxes are available only through the building waste hauler, Republic Services. Current pricing for a 20 or 30 yard box is \$114.24 per pickup and \$39 per ton per haul with a 9 ton load maximum. To schedule exclusive use boxes, please contact James Lee at Republic Services, (773) 358-4607.

All food waste and any other debris that may cause safety hazards, odors, or any other building problem must be removed on a daily basis. Stairwells must be kept clean and clear of debris.

Recycling

The General Contractor will be responsible for recycling of construction waste for all construction and renovation projects in the building or on the site. A minimum of **70%** of the waste generated during a project must be recycled or reused. Republic Services will provide General Contractor and Construction Manager with detailed construction waste recycling reporting for all construction waste.

Overtime Service

The building will keep separate work tickets for the over-time hours performed as specifically requested. The premium time rate for personnel will be billed to the tenant. Overtime will be determined by trade jurisdiction. Note that there is a minimum charge of four (4) hours for each request of overtime. This service should be scheduled a minimum of 48 hours in advance with the Management Office.

Freight Elevators

Any special freight needs (deliveries, etc.) must be coordinated with the Management Office. Any hoisting requiring use of Schindler Elevator personnel will be billed to tenant. The building will determine if operating personnel will be assigned during demolition. Building does not guarantee operation of elevators due to maintenance problems arising beyond our control.

Freight Car Sizes, Capacities and Speeds are listed below:

Freight Car	Width	Length	Low Height	Tall Height	Outer Door Ht.	Outer Door Wd.	Capacity	Elev. Speed
F1 (Serves Floors: LL3 - Lobby, 3, 31, 64, 66 - 102)	7'3"	6'1"	12'	15'7"	8'1"	4'	4000 lb.	@ 1200 fpm
F2 (Serves Floors: LL3 - Rest 2, 33 - 63)	7'11"	6'7"	12'	15'7"	8'9"	5'8"	5000 lb.	@ 1000 fpm
F3 (Serves Floors: LL1 - 102)	11'9"	7'6"	12'	15'7"	8'9"	7'11"	10000 lb.	@ 1200 fpm
F4 (Serves Floors: LL1, 33 - 63)	7'10"	6'7"	12'	15'7"	8'9"	5'9"	5000 lb.	@ 1000 fpm
F5 (Serves Floors: LL2 - Lobby, 3, 4 - 31, 63)	7'11"	6'7"	12'	15'7"	8'9"	5'8"	5000 lb.	@ 1000 fpm
F6 (Serves Floors: LL1, 4 - 28, 63)	7'11"	6'7"	12'	15'7"	8'9"	5'8"	5000 lb.	@ 1000 fpm

Note: Special hoisting of oversized and/or heavy items must be done by building elevator personnel. Coordination must be made through the building Construction Manager.

Freight Elevator Lobby (Typical Floors)

Keep the Freight Lobbies clear of all Debris! At all times during the design and construction phase there must be code compliant egress out of the passenger and freight elevator lobbies with access to a minimum of two exit stairwells. The Tenant's security concerns should be evaluated with respect to this requirement.

Loading Dock

All materials shall be brought into the building at the loading dock which is located one level below grade and is accessible from Lower Wacker Drive via freight elevators. All deliveries will be required to be scheduled and coordinated with the Office of the Building. The height restriction for Lower Wacker Drive is 12'6". Vehicle length restriction is 40'. A maximum trailer length of 48' may be accommodated after hours only with approval from the Management Office and Willis Tower Security.

Site Security

The General Contractor is responsible for the security of the project site for the duration of the work. Building security must have access to the site at all times. The General Contractor is responsible for insuring that building Security has the proper keys necessary for access to all locked shanties on the site.

Hazardous Material Storage

All hazardous material must be properly stored on the job site. The location of the stored hazardous material **must** be listed and supplied to the building Construction Manager **and** the Life Safety Manager. (In case of a fire, the location of such material must be immediately available).

A list of all hazardous materials as well as copies of all MSDS sheets must be maintained onsite by the General Contractor. The location of the MSDS Sheets may be documented and distributed to the Life Safety Manager.

Windows/Solar Window Film/Blinds

Building windows and solar window film must be protected during the construction process. A site survey of the building windows will be performed by the Construction Manager both before and at the conclusion of the project. Any damage not noted during the initial walk-thru will be the responsibility of the General Contractor at the end of the construction. Any solar window film repair costs will be charged to the Tenant or the General Contractor.

If there are any questions regarding the windows or window film, contact the Construction Manager. Window blinds are to be bagged during construction/demolition. Tenant will be charged for damage to window blinds.

Carpeting

Both broadloom and carpet tiles are approved for installation at Willis Tower. Carpet glued down directly onto the concrete slab is **not** allowed. In the case of broadloom carpet, tackless strip installation must be scheduled for either before or after regular business hours or on a weekend.

No permanent glued down carpet is acceptable and will be rejected.

All carpeting should be delivered to the loading dock and taken to the location of installation within the building upon delivery. Old carpet must be disposed of by the carpet installer or the General Contractor.

The cost to repair or repaint a wall or walls damaged as a result of carpet installation will be the responsibility of the carpet installer of General Contractor.

All corridor carpeting **must be protected with masonite** during deliveries and for construction foot traffic. Any cutting of carpet to gain access to the floor trench system will be repaired at tenant/contractor expense. Cost to replace carpeting will be assessed to the tenant/contractor. Replacement of corridor carpet shall be lengthwise only.

HVAC

Contact Environmental Systems Design for fan schedules.

Contact Environmental Systems Designs for VAV box schedule.

Architect shall contact Environmental Systems Design for the typical base building MEP specifications and guidelines. All drawings must be submitted to ESD for review.

All HVAC Equipment must be protected from collecting dust and odors during the construction process. HVAC equipment and components that are to be installed shall be protected from dust contamination. Entire units and their inlet and discharge openings shall be protected by plastic during the construction process when stored in areas that can be contaminated by construction odor and dust.

The perimeter induction units must be cleaned at job completion and inspected by the building Chief Engineer. The General Contractor must ensure that filter media is installed on the return air system during the construction phase and removed at completion. HVAC test and air balance reports are required for all construction projects and are to be submitted to the building Construction Manager upon completion of work.

Fire Protection Sprinklers

Modifications must comply with the plans approved by the building Director of Mechanical Operations. Before any work may begin, the contractor must familiarize sub-contractors with the attached Standpipe/Riser Drain Down Guidelines and Procedures attached.

All penetrations are to be sealed with approved fire rated material.

No welding or any other work that has the potential of activating the building fire/smoke detection system or has the potential of attracting outside attention may commence without first informing the Chief Engineer/Engineering Control Room and the Life Safety Officer/Security Command Center. It is **MANDATORY** that welding, torching, and soldering permits be obtained from building security prior to the start of work. Upon completion of the work, it is mandatory that the Security Command Center and Engineering Control Room be notified. Contact can be made with those listed below:

Security Command Center	875-7711
Engineering Control Room	875-0488
Office of the Building	875-0066
Life Safety Officer	875-0070

Permits will be issued through the Life Safety Department, or in an after hours emergency through the security shift supervisor on duty. Please supply the following information:

- A. Your company name
- B. Nature of the job, i.e. welding, sweating water lines, etc.
- C. The firm, floor, and specific location of the work area
- D. The approximate time involved, start to finish

No work shall be performed if a welding/cutting permit has not been issued by a building security department representative. The General Contractor is responsible for fire safety including providing watchman and extinguishers during construction.

Pre-action fire system test must be tested with a building engineering in attendance. Test results must be submitted to Chief Engineer.

Fireproofing

Fireproofing damaged or removed during construction must be replaced by the General Contractor prior to the closing of ceiling. Arrange inspection by building with Construction Manager.

Plumbing

Before any plumbing shutdowns may begin, the contractor must first check in with the Chief Engineer. The General Contractor is responsible for coordinating the activity.

Futures must be provided at wet columns, vent, and drainage systems. Grease Traps at tenant sink locations are to be considered a building standard.

Electrical

Prior to demolition work, General Contractor must contact the building Construction Manager, at least 48 hours in advance, to coordinate with the building electrician for non-demo conduit identification.

New and existing load capacities of general office tenant connected equipment up to and over 2 watts per square foot must be provided with metered panels to tenant. Landlord typically provides metered receptacle power for up to 2 watts per square foot only.

Building electrician and/or ESD will coordinate emergency lighting and exit signage circuitry.

All abandoned conduit is to be removed.

Under no circumstances are tenant receptacle services to be connected to building electrical panels. Any electrical contractor found doing this will be removed from the vendor list.

Architect shall contact Environmental Systems Design for Willis Tower building standard electrical specifications and guidelines. All drawings must be submitted to ESD for peer review.

Under no circumstances is any work to be done in the freight lobby communication closet without prior authorization from building management.

Electrical and telephone closets (if involved) are to be cleaned at completion of work. All penetrations to be sealed equal to fire wall rating. Panel directories are to be updated and inserted in panel door with a copy submitted to building Construction Manager.

Consult Construction Manager for approved method of fastening overhead equipment in the proximity of floor cells.

As-Built Drawings

All mechanical trades are required to submit copies of Computer Aided Design (CAD), as-built drawings to the General Contractor. The General Contractor will make one submission of three copies and one disk of CAD drawings of as-built drawings for all trades to the building Construction Manager. All as-built drawings are to be dated and signed by the appropriate subcontractor as well as the General Contractor and submitted to Landlord's Building Mechanical Engineering Contractor, ESD Inc., within 30 days of substantial completion. A 15% final payment retention will be required from General Contractor and all MEP subcontractors until all as-built drawings are received and approved by ESD at close of project. There will be no exceptions. If these drawings are not produced after 90 days of project substantial completion, the 15% retainage will default to Owner to properly prepare the CAD drawings. **A complete set of architectural/MEP drawings must be submitted on CAD-2000 or equal disk.**

Accessibility

All new or existing MEP items, whether behind walls or above ceilings, which require maintenance must remain accessible at the completion of the project.

Partition Walls

It is the responsibility of the tenant architect to obtain the partition wall drawing detail from the Construction Manager and oversee proper construction methods.

Hot Taps

Hot taps are to be pressure tested prior to doing actual hot tap, and must be checked by the building engineer.

General Information

Building security and engineering departments are on duty in the building (24) twenty-four hours a day, every day of the year. Reimbursable expenses incurred by General Contractor for tenant construction **will be invoiced to tenant responsible for the work** via Building Work Order ticket system.

IAQ Management

The General Contractor will use source control and isolation strategies during construction to isolate and reduce the introduction of particulate and odors in the construction space. The General Contractor will specify construction sequencing to reduce absorption of VOCs or contamination by construction dust. The General Contractor will, wherever possible, complete application of wet and odor-emitting materials such as paints, sealants and coatings before installing sink materials such as ceiling tiles, carpets, insulation, gypsum and fabric-covered furnishings.

Final Clean

Prior to the space being turned over to the tenant/building, the site must be final cleaned, to standards appropriate for tenant occupancy. The final cleaned condition must be approved by the Assistant Property Manager and/or Construction Manager. If the condition is unacceptable for occupancy, building management will have the situation corrected and back charge the General Contractor. Blind cleaning must be coordinated with the office of the building prior to move in.

Note: Building management is responsible for post-move in cleaning only.

Scheduled Work

All work that does not take place during regular building business hours (refer to page 1) should be noted on the Contractor After Hours Building Access Authorization Form attached and sent to the building Construction Manager as soon as reasonably possible. It is important for security and life-safety reasons that the security and engineering departments be aware of contractor presence. If an after hours emergency arises, the Security Command Center must be notified (**phone 875-7711**).

After Hours Access

Entrance to the building after hours is controlled by the security department. In order to facilitate after hours entrance or departure, it is important that the building Construction Manager be notified of the need as soon as reasonably possible. This is of particular importance regarding freight elevator service and the loading dock as manpower may have to be scheduled to handle the need. If an after hours emergency arises, you must notify the Security Command Center (875-7711).

Accidents

All accidents must be reported to the Security Command Center immediately. The security department will dispatch personnel and facilitate the emergency procedures. If needed call 911 for the Chicago Fire Department Paramedics first, and then notify the Security Command Center (875-7711).

Fires

All fires must be reported to **911 Emergency** and the **Security Command Center immediately (875-7711)**.

Locksmith

The building has a full-time locksmith who will consult, order, and install all locking mechanisms. The locksmith is responsible for all keys and all other types of locks and the installation of all lock cylinders/cores. Contact the Construction Manager for assistance.

All General Contractors must submit a copy of the final hardware schedule 8 weeks prior to the completion date of each individual project. Failing to comply with this requirement will delay the installation of all lockable cylinders on your project.

Contractor will be back charged for lock mechanisms tampered with in construction area.

Inspection

Building personnel along with ESD will conduct periodic inspections of the construction site. Prior to ceiling installation, General Contractor must contact building Construction Manager for an above ceiling inspection along with ESD.

Final Inspection

General Contractor must contact building Construction Manager to arrange a final inspection of construction space prior to tenant move-in date.

**WILLIS TOWER
STANDPIPE/RISER DRAIN DOWN
GUIDELINES AND PROCEDURES**

GUIDELINES

- Riser drain downs will be performed on the day shift only.
- Riser drain downs must be kept to a minimum.
- Riser work should typically be completed within two hours. All piping should be run to the riser with only the tie-in remaining to be completed.
- Riser draining will not start before 8:00 AM, and system must be back in service by 4:00 PM

PROCEDURES

- Contractor must request drain down through the Control Room between 8:00 AM and 4:00 PM
- Engineers will disable BAS auto fire response and Kastle Monitoring system.
- Engineers will isolate system and drain to below the construction floor.
- Contractor must verify with the control room that the riser drain down is complete before cutting into the riser.
- Contractor must physically verify that the riser is drained down, before cutting into the riser, by opening the fireman's hose connection valve or sprinkler drain valve on the construction floor.
- Contractor must notify Control Room when work is finished, and request system fill up.
- Engineers will supply contractor with a 2-way radio to communicate with the engineers filling the system or accompany contractor while system is being refilled.
- Contractor will verify that there are no leaks with the engineer on site or via the 2-way radio with the Control Room.
- Contractor will return 2-way radio to the engineering department.
- Engineer will enable BAS auto fire response and Kastle Monitoring system.

SINGLE FLOOR SPRINKLER DRAIN DOWNS

- Contractor notifies Control Room of location where work is to be done (Floor # and Stairwell #) before starting work.
- The engineer disables the BAS auto fire response and Kastle Monitoring system for the affected floors.
- Contractor isolates system and performs work.
- Contractor notifies Control Room when work is complete, and gets approval to refill system.
- Contractor slowly fills system and checks for leaks.
- Contractor calls Control Room when system is refilled and verifies that all alarms have been cleared on the computer.
- Engineers enable BAS auto fire response and Kastle Monitoring system.

**WILLIS TOWER
SAFETY PRACTICES**

All contractors and its employees must follow safety practices outlined by its employer, General Contractor and OSHA but not limited to: **Contractors are responsible for maintaining and enforcing their own safety rules and procedures.** Under no circumstances will Building Management or its employees accept responsibility for monitoring general safety guidelines. The following guidelines for safety in the building should be followed **but is not all inclusive of safety practices required by law, or any other rules that may apply.**

- Take special precautions if welding or cutting in a confined space is stopped for some time. Disconnect the power on ARC welding or cutting units and remove the electrode from the holder. Turn off the torch valves on gas welding or cutting units, shut off the gas supply at a point outside the confined area, and, if possible, remove the torch and hose from area.
- After welding or cutting is completed, mark hot metal or post a warning sign to keep workers away from heated surfaces.
- Follow safe housekeeping principles.
 1. Don't throw electrode or rod stubs on the floor - discard them in proper waste container.
 2. Keep construction area as free of debris as possible.
 3. Keep chemicals secured in approved storage cabinets.
 4. Keep floors dry and clean.
- Hard hats must be worn at all times inside the construction area.
- All contractors must supply a list of all hazardous materials and their locations as well as all MSD sheets to the building Construction Manager and Life Safety Manager.
- Keep a fully stocked and clearly marked OSHA compliant first aid supply kit on the job site at all times.
- Make sure there are fully charged, NFPA compliant fire extinguishers present on the job site.
- An emergency brigade must be established and drills held. Fire drills must be done under the supervision of the Fire Safety Director/Life Safety Manager.
- The contractor Safety Officer must provide their name and 24 hour phone number to the Life Safety Manager.

WILLIS TOWER GUIDELINES FOR CUTTING/WELDING

The following guidelines for cutting/welding in the building must be followed, but it is not all inclusive of safety practices required by law, or any other rules that may apply.

Make sure that sprinklers are in service. Make sure that cutting and welding equipment is in good repair.

Precautions within 35 feet

Make sure floors are swept clean of combustibles.

Combustible floors: wet down, cover with damp sand or fire-resistive sheets.

Flammable liquids are removed; other combustibles, if not removed, protected with fire-resistive tarpaulins or metal shields.

Explosive atmosphere in area eliminated.

All wall and floor openings are covered.

Fire-resistive tarpaulins are suspended beneath work.

Work on Walls or Ceilings

- Construction of the building structure is noncombustible and without combustible covering or insulation.
- Make sure combustibles are moved away from the other side of wall.
- Make sure all flammable liquids are purged from the work area.
- Any type of "Hot Work" requires a fire watch, appropriate number and type of extinguishers and a "Hot Work" Permit.

Structural Slabs

Saw cutting or trenching of floor slab is not permitted without prior written approval from Landlord and review by building's structural consultant.

Work on Enclosed Equipment

- Enclosed equipment cleaned of all combustibles Containers are purged of flammable liquids.

Fire Watch

Fire watch will be provided by the Contractor during and for at least 60 minutes after work, and during coffee or lunch breaks.¹

The fire watch must be supplied with NFPA complaint extinguishers.

The fire watch must be trained in use of this equipment and in sounding the alarm.

Report the beginning and conclusion of the fire watch to the Command Center (875-7711).

¹According to City Code, NFPA, and Factory Mutual Insurance Standards.

**WILLIS TOWER
GUIDELINES FOR DELIVERIES**

Every delivery made to Willis Tower will be subject to the screening policies of Willis Tower Security. Please review the security policies below that will be enforced for all deliveries to the dock:

- All vehicles are subject to a visual search and will be screened prior to admittance to the dock area.
- All vehicle, manifest and driver information will be recorded once the vehicle has been assigned a dock bay.
- It is the driver's responsibility to operate the dock plates; if the driver does not know how to operate the dock plates they must seek assistance from Willis Tower Security personnel.
- All drivers are required to possess a valid state ID or Driver's License which must be surrendered in exchange for an elevator pass. In addition, all drivers will be photographed with their state Driver's License.
- All bags, boxes, equipment and tools will be screened through the building x-ray machines. Furniture such as chairs, desks, tables, etc. will be visually inspected as long as it is accessible and empty of any contents. If any items cannot be opened or visually inspected, Willis Tower reserves the right to require that these items be opened and emptied.
- There are two (2) building x-ray machines. The small machine can accommodate boxes or packages up to 18 inches wide and 18 inches high. The large machine can accommodate boxes and/or pallets up to four feet wide and four feet high. All pallets must be shrink wrapped in order to be placed inside the large x-ray machine. If the material is too dense to be verified through the x-ray machine, Willis Tower reserves the right to require that the pallet be broken apart for closer examination. Willis Tower reserves the right to open any package or box for further visual inspection.
- A forklift is available but can only be operated by Willis Tower Security personnel.
- All Willis Tower dock delivery visitors are required to proceed through a metal detector prior to admittance to the elevator area.
- Regular hours for dock receiving are 6:00 AM – 8:00 PM, Monday - Friday and 8:00 AM - 12:00 PM on Saturday. Deliveries outside of regular hours may be scheduled with the Office of the Building and are subject to additional charges.
- All deliveries must be completed within thirty minutes unless prior approval has been received from the Office of the Building. Willis Tower reserves the right to refuse any delivery or driver.

If you have any questions, please contact Willis Tower Dock Master Kenneth O'Connor at (312) 875-0203 or the Office of the Building at (312)875-0066.

PROJECT INFORMATION AND PHOTO ID SHEET

Please fill out the information listed below and return to the attention of the Construction Manager at (fax) 312-906-1118 before beginning work.

PROJECT - TENANT NAME: _____
FLOOR : _____

TENANT CONTACT: _____
PHONE: _____

GENERAL CONTRACTOR: _____
SUPERINTENDENT: _____

SUBCONTRACTOR: _____
CONTACT: _____

(LIST NAME OF EACH EMPLOYEE BELOW)

DAYTIME PHONE NUMBER: _____
EMERGENCY AFTER HOURS PHONE NUMBER: _____
CELL/ PAGER NUMBER: _____

START DATE OF PROJECT: _____
PROJECT END DATE: _____

NORMAL WORKING HOURS:
 _____ AM/PM TO _____ AM/PM

LIST OF EMPLOYEES NAMES:

EMPLOYEE NAME	COMPANY

EMPLOYEE	COMPANY

Picture IDs will be issued to all workmen that will be on a job site in the building for more than one week. Please make arrangements with the Construction Manager to have Photo IDs taken for all workmen that will be on site for more than one week.

FOR OFFICE USE ONLY:
CONSTRUCTION MANAGER: _____ **DATE:** _____

CONTRACTOR FREIGHT/DOCK DELIVERY REQUEST

TODAY'S DATE: _____

CONTRACTOR: _____

TENANT NAME: _____

FLOOR #: _____ LOCATION: _____

TENANT CONTACT: _____ TELEPHONE#: _____

DESCRIPTION OF WORK: _____
(TYPE OF DELIVERY)

This will serve as a written request for priority freight elevator/dock service for the above mentioned contractor/tenant. Please note this request does not guarantee exclusive use of a freight elevator unless a freight operator is requested.

DELIVERY DATE: _____

DELIVERY TIME: _____ TO _____
(START TIME) (STOP TIME)

TIMES WILL BE STRICTLY ENFORCED. AVAILABLE TIMES ARE BETWEEN 4:00AM AND 7:00 AM, or after 3:00 PM, Monday - Friday

A SERVICE FEE OF \$50.00 PER HOUR WILL BE CHARGED FOR FREIGHT OPERATOR TIME TO THE TENANT.

If access to occupied tenant space is necessary, please present evidence of **TENANT AUTHORIZATION** with this form or forward a request for such access **NO LESS THAN 48 HOURS IN ADVANCE TO WHEN THE WORK WILL COMMENCE.** Note: There is a **\$25.00** service charge for any lock or unlock requests made of the security department.

Anyone accessing the building will be required to show the security officer a type of photo identification card and Company ID.

FOR OFFICE USE ONLY:

CONSTRUCTION MANAGER: _____ **DATE:** _____

CONTRACTOR AFTER HOURS ACCESS AUTHORIZATION FORM

Please make sure that all information is filled out correctly and send to the office of the building.

Company Name: _____

Project Coordinator: _____
(or Job Superintendent) (Please Print Name)

Sub-Contractor Needing Access: _____

Floor: _____ **Location:** _____

Date of Access: _____

Time Period of Access: _____ **Until:** _____

Brief Description of Work: _____

If access to occupied tenant space is necessary, please present evidence of **TENANT AUTHORIZATION** with this form or forward a request for such access **NO LESS THAN 48 HOURS IN ADVANCE TO WHEN THE WORK WILL COMMENCE**. **Note: There is a \$25.00 service charge for any lock or unlock requests made of the security department.**

Anyone accessing the building will be required to show the security officer a type of photo identification card and Company ID. Please indicate the Supervisor who will be in charge and if at all possible the name of the construction workers who will be working in your space. If specific names are not known then please list the number of workmen per trade.

(Supervisor)

FOR OFFICE USE ONLY:
CONSTRUCTION MANAGER: _____ **DATE:** _____

SCHEDULE 3**Willis Tower
Preferred General Contractors**

Contractor	Phone Number	Fax Number
Clayco Construction 35 East Wacker Drive, Suite 1300 Chicago, Illinois 60601	(312) 658-0747	(314) 890-7528
Clune Construction Company 10 S. LaSalle Street, Suite 300 Chicago, Illinois 60603	(312) 726-6103	(312) 419-8139
Bear Construction 1501 Rohlwing Road Rolling Meadows, Illinois 60008	(847) 222-1900	(847) 222-9910
Executive Construction Inc. 235 Fencl Lane Hillside, Illinois 60162	(708) 236-3300	(708) 236-3333
Interior Alterations, Inc. 200 West Monroe Street, Suite 2150 Chicago, Illinois 60606	(312) 454-1599	(312) 454-9864
Interior Construction Group 105 W. Adams, Suite 900 Chicago, Illinois 60606	(312) 553-4949	(312) 553-0649
JC Anderson 834 N. Church Road Elmhurst, Illinois 60126	(630) 834-1669	(630) 834-0142
Leopardo Companies, Inc. 333 W. Wacker Drive, Suite 250 Chicago, Illinois 60606-1265	(312) 332-7570	(312) 332-7572
Pepper Construction Co. 643 North Orleans Chicago, Illinois 60610	(312) 266-4700	(312) 266-2792
Reed Construction 600 W. Jackson Blvd., Suite 500 Chicago, Illinois 60661	(312) 943-8100	(312) 943-8141
Skender Construction 200 W. Madison Street, Suite 1300 Chicago, Illinois 60606	(312) 781-0265	(312) 781-0279
Turner Construction Co. 55 E. Monroe, Suite 3100 Chicago, Illinois 60603	(312) 704-0770	(312) 327-2800

SCHEDULE 4

**Willis Tower
Preferred Painting Contractors**

Contractor	Phone Number	Fax Number
Ascher Brothers Co., Inc. 3033 West Fletcher Street Chicago, Illinois 60618	(773) 588-0001	(773) 588-5350
C & W Building Services, Inc. 1444 Lake Street Chicago, Illinois 60607	(312) 829-4680	(312) 829-4684
Hester Commercial Painting 7340 N. Monticello Avenue Skokie, Illinois 60076	(847) 677-5130	(847) 677-5139
Pinnacle Decorating, Inc. 384 Kent Road Suite 201 Riverside, Illinois 60546	(708) 447-3107	(708) 447-7920
Triangle Decorating Company 2206 S. Lively Boulevard Elk Grove, Illinois 60007-5210	(847) 357-1800	(847) 357-1888

**Willis Tower
Preferred Plumbing Contractors**

Contractor	Contact	Phone Number	Fax Number
Great Lakes Plumbing & Heating 4521 W. Diversey Chicago, Illinois 60639	George Pellettiere	(312) 876-0813	(312) 876-1932
Johns Plumbing 3116 N. Cicero Chicago, Illinois 60641	Mike Shudy	(773) 286-9030	(773) 286-5073
Pientka Plumbing 14521 Trailway Lake Forest, Illinois 60045	Bob Klauk	(847) 573-9004	(847) 573-9005
Ramm Plumbing Company 220 Seegers Avenue Elk Grove Village, Illinois 60007	Frank Avino	(847) 437-6680	(847) 437-6676

**Willis Tower
Preferred Telecommunications Contractors**

Contractor	Phone Number	Fax Number
Continental Electric 815 Commerce Drive, Suite 100 Oakbrook, Illinois 60523	(630) 288-0200	(630) 288-0188
IMG 225 Fencil Lane Hillside, Illinois 60162	(708) 384-1800	(708) 384-1836
Maron Electric Co. 5401 West Fargo Avenue Skokie, Illinois 60077	(847) 679-6500	
Prime Technical Systems 255 N. California Avenue Chicago, Illinois 60612	(312) 433-9111	(312) 433-6493
J. J. O'Keefe Electric 10931 S. Homan Avenue Suite B Chicago, Illinois 60655	(773) 239-0059	(773) 239-0324
Rex Electric 200 West Monroe, Suite 1700 Chicago, Illinois 60606	(312) 251-3620	(312) 443-1579

**Willis Tower
Preferred Electrical Contractors**

Contractor	Phone Number	Fax Number
Continental Electric 815 Commerce Drive, Suite 100 Oakbrook, Illinois 60523	(630) 288-0200	630-288-0188
Maron Electric Co. 5401 West Fargo Avenue Skokie, Illinois 60077	(847) 679-6500	
Prime Electric 255 N. California Avenue Chicago, Illinois 60612	(312) 433-9111	(312) 433-6493
Rex Electric 200 West Monroe, Suite 1700 Chicago, Illinois 60606	(312) 251-3620	(312) 443-1579
Titan Electric 1050 Spring Lake Drive Itasca, Illinois 60143	(630) 530-4422	(630) 530-4622

**Willis Tower
Preferred HVAC Sub-Contractors**

Contractor	Phone Number	Fax Number
Admiral Heating and Ventilating, Inc. 4150 Litt Drive Hillside, Illinois 60162	(708) 544-3100	(708) 544-3606
Anchor Mechanical 215 S. Aberdeen Chicago, Illinois 60607	(312) 492-6994	(312) 492-6996
F. E. Moran 2265 Carlson Drive Northbrook, Illinois 60062	(847) 498-4800	(847) 498-9091
Hill Mechanical Group 4241 Ravenswood Chicago, Illinois 60613	(773) 929-6600	(773) 929-9549
Midwest Mechanical 540 Executive Drive Willowbrook, Illinois 60521	(630) 655-4200	(630) 655-0730
Mobile Air Force 509 East State Parkway, Unit D Schaumburg, Illinois 60173 (Portable HVAC Rental)	(800) 596-0800	(847) 755-0589
Talmar Metal Products 4632 W. 138th Street Crestwood, Illinois 60445	(708) 371-0333	(708) 371-4111

**Willis Tower
Preferred Temperature Control Sub-Contractors**

Contractor	Contact	Phone Number	Fax Number
Johnson Controls 4415 W. Harrison Suite 240 Hillside, Illinois 60162	Mark Eggerding	(708) 449-3334	(708) 449-3454

**Willis Tower
Preferred Sprinkler / Pipe-Fitter Sub-Contractors**

Contractor	Phone Number	Fax Number
Great Lakes Plumbing & Heating 4521 W. Diversey Chicago, Illinois 60639	(312) 876-0813	(312) 876-1932
Superior Mechanical Systems 7515 Santa Fe Drive Hodgkins, Illinois 60525	(708) 588-0000	(708) 588-0115
Tenant Fire Protection, Inc. 7637 W. 100th Place Bridgeview, Illinois 60455	(708) 430-7780	(708) 430-7784
U.S. Fire Protection 28427 North Ballard Drive Unit H Lake Forest, Illinois 60045	(847) 816-0050	(847) 816-0098

**Willis Tower
Exclusive Building Waste Hauler**

Contractor	Contact	Phone Number	Fax Number
Republic Services 2608 S Damen Avenue Chicago, Illinois 60608	James Lee	773-358-4607	(773) 579-1044

**Willis Tower
Preferred Fire & Life / Safety Controls, Security Sub-Contractors**

Contractor	Phone Number	Fax Number
Advent Systems, Inc. 477 West Wrightwood Avenue Elmhurst, Illinois 60126	(630) 279-7171	(630) 279-7676
Johnson Control 4415 W. Harrison Suite 240 Hillside, Illinois 60162	(708) 449-3334	(708) 449-3454
Sentry Fire Protection Systems 1322 W. North Avenue Chicago, Illinois 60622	(773) 489-6700	(773) 489-1197
Tenant Fire Protection, Inc. 7637 W. 100th Place Bridgeview, Illinois 60455	(708) 430-7780	(708) 430-7784

Note: Johnson Control technicians must make all final terminations to the Base Building System.

**Willis Tower
Preferred Flooring Contractors**

Contractor	Contact	Phone Number
MJH Interiors, Inc. 343 Crossen Ave. Elk Grove Village, Illinois 60007	Bob Hutchison	(847) 378-8430
Noland Sales 815 Mittel Drive Wood Dale, Illinois 60191	Jeff Chassee	(630) 787-9500
Mr. David's Carpet 7450 Duvan Drive Tinley Park, Illinois 60477	Peter Standish	(847) 250-4600
Commercial Carpet Consultants 893 Industrial Drive Elmhurst, Illinois 60126		(630) 559-9570
Yonan Carpet One 7040 W North Avenue Chicago, Illinois 60607	Rich Schubert	(708) 386-3500